



# General Terms and Conditions

## Edumundo Business Simulations

### General and Legal Provisions

#### Applicability

Unless agreed otherwise, these general terms and conditions apply to all offers and agreements in relation to business simulations (also referred to as management simulations, business games, and business simulation games) made by or with Edumundo BV or one of its partner companies and all related acts, both of a preparatory and an executive nature.

#### Amendment of these terms and conditions

1. Edumundo BV reserves the right to amend or add to these terms and conditions.
2. Amendments shall also apply to agreements already concluded, subject to a period of 30 days following written notification of the amendment.
3. If the Client does not wish to accept an amendment to these terms and conditions, he may dissolve the agreement as of the date on which the new terms and conditions take effect.

#### Dispute resolution and applicable law

1. If one or more articles of these terms and conditions are declared invalid by a court ruling, the other provisions of these general terms and conditions shall remain fully in force and Edumundo BV and the Client shall consult with a view to agreeing on new provisions to replace the null and void or annulled provisions, taking into account, as far as possible, the objective and purport of the null and void or annulled provisions.
2. Dutch law applies exclusively to all offers made and agreements concluded under these terms and conditions.
3. All disputes arising directly or indirectly from the agreement or related to it may be brought only before the Competent Court in The Hague.

### Agreements and Relationships

#### Offer and acceptance of agreements

1. All offers and quotations made by or on behalf of Edumundo BV are without obligation, both as regards to price, content and delivery time, and lapse after the period stated on the quotation.
2. An agreement is concluded the moment the quotation or contract signed for approval by the Client is received and accepted by Edumundo BV. If agreed, this can be done verbally.
3. Additions and amendments to the agreement can only be made by mutual consent.

## Duration and termination of agreements and relations

1. An agreement for an indefinite period of time may be terminated by the parties by means of written notification to the other party, subject to a notice period of 2 months, unless otherwise agreed in the agreement.
2. Edumundo BV shall be entitled to terminate the agreement with immediate effect without notice of default or judicial intervention if the Client is declared bankrupt, has applied for or has been granted suspension of payment or has otherwise lost free control over his/her assets. The Client is not entitled to any compensation in such case.

## Imputable shortcomings

1. In addition to the legal definition of attributable failure, the following circumstances shall also constitute attributable failure on the part of Edumundo BV:
  - a. delay by or failure to perform by suppliers, the provider or clients
2. If the attributable failure lasts no longer than two months, Edumundo BV reserves the right to suspend performance of the agreement until the circumstances constituting the attributable failure no longer exist. In the event that the attributable failure lasts longer than two months, both parties shall be entitled to terminate the agreement prematurely without observing any period of notice. Edumundo BV then reserves the right to claim payment for services rendered during the execution of the agreement concerned, before the circumstances causing the attributable failure became apparent.

## Liability, Indemnities and Exclusions

1. In so far as Edumundo BV is dependent in its activities on the collaboration, services and deliveries of third parties, Edumundo BV can in no way be held liable for any damage whatsoever resulting from these relationships with Edumundo BV or from their termination, regardless of whether this damage occurs or becomes apparent during the relationship with Edumundo BV.
2. Edumundo BV is not liable for damage resulting from inadequacies or shortcomings in equipment or software manufactured by parties other than Edumundo BV, including software packages supplied by Edumundo BV or present at the Client's premises, software components or runtime facilities of third parties (such as the provider).
3. If Edumundo BV's liability for damage suffered by the Client must be assumed, its liability shall be limited to compensation of substitute damage up to a maximum of the price stipulated in the agreement (excluding VAT). If the agreement is primarily a continuing performance contract with a term of more than 6 months, the stipulated price shall be set at the total of the fees (excluding VAT) stipulated for 6 months. Edumundo BV shall not be liable for any other form of damage, including additional compensation for any form of damage, compensation for indirect damage, consequential damage or damage due to lost turnover or profit.
4. The Client guarantees that no rights of third parties preclude the provision to Edumundo BV of hardware, software or materials for the purpose of use, adaptation or improvement, and the Client indemnifies Edumundo BV against any action based on the allegation that such provision, use or adaptation infringes any right of a third party.
5. Edumundo BV accepts no liability if the software provided by it is used in a manner other than that for which it was developed or intended, nor if the software provided by it has been amended or supplemented by the Client or by third parties.
6. The Client guarantees the correctness of the contents of texts or other material made available by them.

## Financial

### Prices

1. If a fixed price has been agreed with the Client, this fixed price shall only concern the activities and services of Edumundo BV mentioned in the agreement. Any activities and services performed by Edumundo BV in addition to or as a result of changes to the agreement, hereinafter to be referred to as “additional work”, will be charged to the Client on a subsequent costing basis, if and in so far as they involve more than 8% of the agreed fixed price.
2. The following circumstances may give rise to additional work and thus to settlement:
  - a. expansion or modification of the analysis, package of requirements or design, after it has been approved by the Client at the final “milestone”
  - b. requirements, wishes, preconditions or expectations of the Client that were not made known to Edumundo BV at the time of concluding the agreement, or not made known in full, or not made sufficiently clear
  - c. deficiencies and shortcomings in products or services of third parties, which Edumundo BV could not reasonably foresee or on which Edumundo BV has little or no influence
  - d. failure by the Client to cooperate properly in the execution of the agreement.
3. Activities for which no fixed price was agreed upon shall be charged to the Client on the basis of subsequent calculation and at the agreed rates. If no rates have been agreed upon beforehand, the rates will be determined on the basis of Edumundo BV’s usual methods.
4. Edumundo BV is entitled to charge waiting periods in addition to the agreed price in the event that Edumundo BV is unable to perform the activities at the agreed time for reasons attributable to the Client.
5. If the quotation includes a “guide price”, the amount stated shall be no more than a non-binding estimate of the costs.
6. All prices are exclusive of VAT and other government levies, unless explicitly stated otherwise.
7. Edumundo BV is entitled to change its rates. The Client will be informed of these amendments no later than two months before they take effect. In that case, the Client shall be entitled to terminate the Agreement within seven working days after the notification, with effect from the date on which the change comes into force.

### Terms of payment

1. Invoicing takes place immediately after delivery of a simulation product or session unless interim invoicing has been agreed.
2. Edumundo BV shall at all times be entitled to demand one or more offsetable advances by way of invoice prior to or as part of the continuation of its services, not exceeding the amount of the expected performance within a period of two months in advance. In the event of failure to pay, Edumundo BV shall be entitled not to commence, suspend or discontinue its activities. This will be done in consultation with the Client.
3. Invoices must be paid no later than 15 days after the invoice date, including VAT, into the bank or giro account indicated by Edumundo BV. In the event of late payment, the Client shall be in default by operation of law and shall be liable to pay interest for late payment at the statutory rate from the due date, even without notice of default being required. If Edumundo BV outsources its claim on the Client for collection, the Client shall owe all judicial and extra-judicial costs involved in collection, whereby the extra-judicial collection costs are fixed by the parties at 15% of the Client sum and interest, with a minimum of EUR 250, excluding VAT.
4. The Client must notify Edumundo BV in writing of any objections to the invoice within two weeks of the invoice date, failing which the Client will be deemed to have agreed to the amount of the invoice.
5. In the case of multiple-consumption contracts, the Client agrees to the condition that he/she will once again take part in a session or training (fully described and defined) in the future. If this is not the case, a fine of no more than the invoice amount for the session or training that did not take place will be payable, unless otherwise stipulated in the contract.

## Documentation

1. All material provided by Edumundo BV, whether digital, printed, written or in any other way, may not be used for any other purpose than the explanation of the simulation.
2. This also applies to all outputs from the business simulation, as well as material provided by Edumundo BV, from the business simulation.
3. Alterations by the Client to all documentation of Edumundo BV are prohibited at all times, unless agreed otherwise. All game texts are also subject to copyright.
4. At Edumundo BV's request, the Client will make available material used by the Client to illustrate the simulation. This material will only be used by Edumundo BV for the instruction of the supervisors and others involved within Edumundo BV.

## Provisions for sessions and (standard) use of the business simulation

The provisions set forth in this chapter, 'Regulations for sessions and (standard) use of the business simulation', apply to all simulation sessions provided by or hired from Edumundo BV. This applies to simulations of all terms.

### General

1. Both the Client and Edumundo BV will do their utmost to ensure that the game proceeds in an orderly and correct manner.
2. Edumundo BV is not responsible for problems with third parties, such as the provider and suppliers of rented hardware.
3. Edumundo BV is entitled to use visual material created by Edumundo BV itself for promotional purposes.
4. Edumundo BV is entitled to ask a maximum of 6 questions about the quality of the business simulation in electronic surveys.
5. Edumundo BV will exercise due care with regard to the business simulation data obtained or created by the Client. Edumundo BV may mention the name of the playing organisation in all its online and offline documentation if it uses the products of Edumundo BV (including tests and demo games), unless expressly prohibited by the organisation.
6. Edumundo BV is entitled to use the company names invented by the players of the simulation for any (promotional) purposes whatsoever.

### Business Simulation Game situation

1. The Client is responsible for the division into groups.
2. The Client is responsible for the timely distribution of log-in names and manuals.
3. Edumundo BV will set up the game correctly no later than 2 days before the start of the business simulation.
4. Edumundo BV will provide the Client with the login names and corresponding pin codes no later than one week in advance.
5. From one week after the end of the game, Edumundo BV has the right to take the game offline. The data will be kept for a minimum of one week for questions afterwards.

### Rules of use

6. A user shall refrain from unauthorised use of the application. He/she will behave in accordance with what Edumundo BV may expect from a careful participant or teacher.
7. In particular, a user must:
  - a. Observe the "netiquette" rules (to be found on [ietf.org/rfc/rfc1855.txt](http://ietf.org/rfc/rfc1855.txt));
  - b. Not perform actions or post material that is in violation of laws or regulations, public decency or public order;
  - c. Not infringe upon or otherwise violate the intellectual property rights of Edumundo BV or third parties;

- d. Do not perform acts or post materials that cause nuisance to other participants or users of the Applications.
  - e. Do not distribute malware, viruses or similar;
  - f. Bypass or remove the security of the applications of Edumundo BV;
3. Failure to comply with paragraphs 1 or 2 may result in the user being denied access to the applications.

#### Supervision

1. For each simulation session, at least one supervisor of Edumundo BV can be sent along. These persons are given coordinator privileges in the game and access to each module and the names of players.
2. If a supervisor is used, one supervisor will be used per group of 25 players, unless explicitly agreed otherwise between supplier and Client.
3. Edumundo BV is not liable for any material or immaterial damage caused by an attendant.
4. Edumundo BV can send an extra supervisor at the Client's request. The costs thereof are for the Client.
5. Edumundo BV is responsible for the instruction and training of its staff. Edumundo BV is responsible for the correctness of the business simulation information.
6. At the Client's request, Edumundo BV can arrange a course for persons appointed by the Client. Edumundo BV is solely responsible for the correctness of the information supplied to the supervisors.
7. Edumundo BV is not responsible for the correctness of the information, and the functioning of the business simulation, provided and/or taken care of by persons who have not followed a supervisor course.
8. If supervisors, who do not represent Edumundo BV, interfere with the proper functioning of the game, whether intentionally or unintentionally, Edumundo BV may charge a repair fee.

#### Helpdesk

Helpdesk questions can only be asked by e-mail and will be dealt with within 1 Dutch day (Monday to Friday), unless otherwise agreed.